

REMARKS

Claims 1, 36, and 71 have been amended. Claims 74-82 are newly added. Hence, Claims 1-3, 5, 6, 8, 10-38, 40, 41, 43, and 45-82 are pending in this application. The amendments to the claims and the new claims are supported in the specification and thus do not add any new matter to this application. All issues raised in the telephone call of July 16, 2008 and the subsequent Office Action mailed July 24, 2008 are addressed hereinafter, in order of appearance.

On July 16, 2008, Examiner Miranda Le contacted Applicant's representative Chris Tanner and suggested that combining claims 12, 13, 27, and 28 into Claim 1 could potentially result in Allowable subject matter. Although Applicant declined this suggestion, Applicant appreciates the Examiner's efforts and willingness to make suggestions.

Claims 1-3, 5, 6, 8, 10-15, 17-22, 25, 27, 33, 36-38, 40, 41, 43, 45-50, 52-57, 60, 62, 68, 71, and 72 stand rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over U.S. Patent No. 6,516,416 to Gregg in view of U.S. Patent No. 7,000,028 to Broadhurst. It is respectfully submitted that these claims are patentable over Gregg in view of Broadhurst for at least the reasons provided hereinafter.

For convenient reference, Claim 1 is repeated below, beginning on the following page so that the claim will fit unbroken and entirely on a single page.

1. A method for provisioning databases for users on a network, the method comprising the steps of:

- a first party managing one or more database systems;
- receiving from a plurality of second parties, information for subscribing to database services supported by the one or more database systems managed by the first party, wherein the database services include services for storing and managing data provided by the second parties; and
- (2) wherein the information is gathered during a registration process during which said second parties **identify database resources** for which the second parties are willing to pay (2);
- (1) **providing**, to database applications owned and controlled by the second parties, **access to the database services** (1) to which the second parties are subscribed;

wherein the database applications, owned and controlled by the second parties, interact with the database systems managed by the first party by sending, to the database systems, **database commands** (3) that conform to the database language supported by the database system;

wherein execution of the database commands allows the second parties to manipulate data objects stored within at least one of the one or more database systems;

delivering to one of said second parties, over the network, one or more messages which cause generation of user interfaces that allow the second party to subscribe to said database services provided by said first party; and

delivering over the network, to a user associated with said one of said second parties, one or more messages which cause generation of user interfaces that allow the user to access a database for a database service to which said one of said second parties has subscribed. (numbering and emphasis added)

From (1) above it is apparent that Claim 1 recites, inter alia, providing access to database services. Claims 36 and 71 recite similar subject matter. Gregg does not disclose/suggest providing access to database services, but instead provides subscription access to an untrusted network such as the Internet (Gregg, column 3, lines 55-60). Gregg never suggests in any context that subscription access to the untrusted network includes or would even indirectly result in any access to database services. The usage activity of Gregg's subscribers is tracked *using* a database including a database server 56 (col. 6, lines 55-65), but these subscribers are never described as purchasing or arranging for database services from this database server 56. In various other sections, Gregg also discusses database servers 30 and 64

(e.g. col. 10, lines 10-15). In all cases, all tracking of subscriptions is done completely outside the knowledge of any of Gregg's subscribers. Indeed, Gregg's subscribers have no idea that Gregg's clearinghouse database server 30 or database servers 56 and 64 exist at all. Gregg's database 30 and database servers 56 and 64 never provide database services to any subscribers, and instead are used only to support a database of subscription-related information.

In supporting the rejection of this portion of Claim 1, the Office Action relied on Gregg's col. 10, lines 28-46 to suggest this feature. However, this section discusses only a messaging process for updating Gregg's database server 56, and does not discuss providing access to database services, as claimed. Indeed, it would be a catastrophe if any user of Gregg were somehow able to access Gregg's database servers, as these database servers exist largely to track utilization of Gregg's untrusted network, and correlate that tracked utilization to payment.

The incorporation of Broadhurst into the rejection does not remedy this deficiency of Gregg. Broadhurst provides a way of registering Top Level Domain names (TLDs), and thus does not discuss providing database services or database resources of any kind. Broadhurst has nothing to do with database resources. Broadhurst appears to have been included in the rejection because Gregg does not explicitly teach a registration process (Office Action, page 6). However, Gregg's subscribers are not registering TLDs, but instead are subscribing to access to an untrusted network such as the Internet. Thus, combining these references would accomplish no useful purpose regarding database services and/or database resources.

The "Response to Arguments" section of the Office Action (page 37) suggests that the claimed second party can set up their own database application. Regardless of whether this is true, it has no bearing on whether Claim 1 is patentable. It is not uncommon for companies to develop their own database applications. However, the question is, what to do with their

application once it has been developed. Prior to the invention recited in Claim 1, application developers would typically lease and install a database server (developed by another party), to manage the data for the company's database application. The leasing and installing a database server is expensive and potentially painful. Claim 1 recites a technique in which the second parties can avoid the trouble of installing, leasing, and managing a database server. As recited in Claim 1, instead of leasing their own database server, the second parties subscribe to database services provided by another party. Thus, it is the notion of subscription-based database services that is novel, not merely that second parties can develop their own database applications.

Next, from (2) above it is apparent that Claim 1 recites, inter alia, information being gathered during a registration process during which said second parties **identify database resources** for which the second parties are willing to pay (emphasis added). Claims 36 and 71 recite similar subject matter. More information about the registration process can be found within pages 34 through 36 of Applicant's specification, and also FIGS. 5A-5C. Additionally, new claims 74-82 were added to recite additional subject matter regarding registration information.

Meanwhile, the Office Action admits Gregg does not have a registration process (Office Action, page 6). Broadhurst discloses a registration process, but one that is totally unrelated to identifying database resources, and instead is strictly limited to registering TLDs. The portion of Broadhurst (col. 3, line 52 to col. 4, line 3) the Office Action applies to the claimed "information being gathered during a registration process during which said second parties identify database resources" discusses only searching and selecting TLDs from a list, and registering a selected TLD. No database resources are ever identified, and the subscriptions are not subscriptions for database services.

The “Response to Arguments” section (page 38) explains that Broadhurst discloses a registration process . . . for which parties are willing to pay. However, this explanation again overlooks the part about **identifying database resources for which the second parties are willing to pay**.

Next, from (3) above it is apparent that Claim 1 recites, inter alia, “sending, from the second parties, to the database systems, database commands that conform to the database language supported by the database system”. In rejecting this portion of Claim 1, the Office Action (page 4) relies upon Gregg’s col. 10, lines 28-46). However, these sections discuss only the performance of an update of Gregg’s subscription access database. Again, Gregg’s database is not accessible by a subscriber of Gregg’s untrusted network. Thus, even supposing Gregg’s subscriber corresponds with the claimed second parties (which Applicant does not concede), that subscriber is never “sending . . . database commands” anywhere within Gregg’s system, as claimed.

For at least the above reasons, the rejections of Claims 1, 36, and 71, as well as the rejections of all claims dependent therefrom, are unsupportable and should be withdrawn.

For the reasons set forth above, it is respectfully submitted that all of the pending claims are now in condition for allowance. The Examiner is respectfully requested to contact the undersigned by telephone or e-mail to set up a time for an interview, and also if it is believed that such contact would further the examination of the present application. As stipulated within MPEP Chapter 5, Applicant acknowledges that Internet communications may not be secure.

To the extent necessary, a petition for an extension of time under 37 C.F.R. § 1.136 is hereby made. Please charge any fee shortages or credit any overages to Deposit Account No. 50-1302.

Respectfully submitted,
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